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13 *Indirect Purchaser Plaintiffs*  
14 *Co-Lead Class Counsel*

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA

17 IN RE LITHIUM ION BATTERIES  
18 ANTITRUST LITIGATION,

Case No. 13-MD-02420 YGR (DMR)

19 MDL No. 2420

20 This Document Relates to:

FINAL JUDGMENT OF DISMISSAL  
WITH PREJUDICE AS TO TOSHIBA  
CORPORATION

21 ALL INDIRECT PURCHASER ACTIONS  
22  
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25 This matter came before the Court to determine whether to finally approve the settlement with  
26 defendant Toshiba Corporation (“Toshiba”) set forth in the Settlement Agreement (“Agreement”),  
27 dated February 15, 2018, relating to the above-captioned litigation. The Court, after carefully  
28 considering all papers filed and proceedings held herein and otherwise being fully informed in

1 the premises, has determined that: (1) the Agreement should be approved, and (2) there is no just  
2 reason for the delay of the entry of this Final Judgment approving this Agreement. Accordingly,  
3 the Court directs entry of Final Judgment, which shall constitute a final adjudication of this case on  
4 the merits in accordance with the terms of the Agreement. Good cause appearing therefor, it is:

5 **ORDERED, ADJUDGED, AND DECREED THAT:**

6 1. The Court has jurisdiction over the subject matter of this litigation, the Actions  
7 within this litigation, and all parties to the Agreement, including all members of the Class.

8 2. The definitions of terms set forth in the Agreement are incorporated hereby as  
9 though fully set forth in this Final Judgment.

10 3. The Court has granted final approval and confirmed the settlement set forth in the  
11 Agreement is, in all respects, fair, reasonable and adequate to the Class pursuant to Rule 23 of the  
12 Federal Rules of Civil Procedure.

13 4. Pursuant to Federal Rules of Civil Procedure 23(g), Hagens Berman Sobol Shapiro  
14 LLP, Lieff Cabraser Heimann & Bernstein, LLP and Cotchett, Pitre & McCarthy, LLP have been  
15 appointed as Class Counsel. These firms have and will fairly and competently represent the  
16 interests of the Class.

17 5. The persons/entities identified in Attachment 8 to the Declaration of Cameron R.  
18 Azari, Esq., on Implementation and Adequacy of Class Notice Program, filed on June 11, 2019  
19 (ECF No. 2501-9) have validly requested exclusion from the Class and, therefore, are excluded.  
20 Such persons/entities are not included in or bound by this Final Judgment. Such persons/entities are  
21 not entitled to any recovery of the settlement proceeds obtained through the Agreement.

22 6. This Court hereby dismisses on the merits, and with prejudice, all claims against  
23 Toshiba that were asserted in the Actions, with each party to bear its own costs and attorneys' fees  
24 except as otherwise described in the Agreement.

25 7. All persons and entities who are Releasors under the terms of the Agreement are  
26 hereby barred and enjoined from commencing, prosecuting or continuing, either directly or  
27 indirectly, any claim against the Releasees, in this or any other jurisdiction, any and all claims,  
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1 causes of action or lawsuits, which they had, have, or in the future may have, arising out of or  
2 related to any of the Released Claims as defined in the Agreement.

3 8. The Releasees are hereby and forever released and discharged with respect to any  
4 and all claims or causes of action which the Releasors had or have arising out of or related to any  
5 of the Released Claims as defined in the Agreement.

6 9. Without affecting the finality of this Judgment in any way, this Court hereby retains  
7 continuing jurisdiction over: (a) implementation of the Agreement and any distribution to Class  
8 Members pursuant to further orders of this Court; (b) disposition of the Gross Settlement Fund;  
9 (c) hearing and determining any future applications by plaintiffs' counsel for attorneys' fees, costs,  
10 expenses, and interest; (d) the Actions until the Final Judgment contemplated hereby has become  
11 effective and each and every act agreed to be performed by the parties all have been performed  
12 pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation  
13 of settlement proceeds; and (f) all parties to the Actions and Releasors, for the purpose of enforcing  
14 and administering the Agreement and the mutual releases and other documents contemplated by, or  
15 executed in connection with the Agreement.

16 10. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
17 Procedure, that this Final Judgment should be entered, and further finds that there is no just reason  
18 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.  
19 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

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21 **IT IS SO ORDERED.**

22 DATED: August 27, 2019

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25 YVONNE GONZALEZ ROGERS  
26 UNITED STATES DISTRICT JUDGE  
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